

Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220

From: Juan Perez <jperez@mcm-gtmo.com>
Sent: Sunday, March 19, 2017 22:33
To: Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220; Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Cc: Pedro R. Munilla; Juan Munilla; Daniel F. Munilla; Martin Bryant; Stacey, Shawn L. CIV USN GTMO; Dix, Karl; Elliot Press
Subject: [Non-DoD Source] Request for Immediate Action, Compliance with TE 9, 1.2.1.4; Port Operations Services, Naval Station Guantanamo
Attachments: MCM TE 9 KO Letter 3-19-2017.pdf

Dear Elaine and Darryl,

Attached please find a letter requesting your immediate action to halt Seaward Services continuing recruitment efforts aimed at MCM's labor force through its soliciting of MCM's on-base employees by offering higher wages and other amenities in violation of TE 9 . As indicated in my email correspondence to you dated 1 February 2017 and the Government's response to same promising it "would ensure Seaward is in compliance with TE 9, 1.2.1.4", MCM respectfully requests immediate action.

Sincerely,

JUAN PEREZ

Director of GTMO Operations

CubaSignature

786-277-1466 USA; 011-5399-90131 NS GTMO Cuba MCM Port Operations-Guantanamo Bay, Cuba

PSC 1005 Box 58 FPO-AE, 09593-000 www.mcm-us.com <<http://www.mcm-us.com/>>



19 March 2017

Via Email

Darryl Nelson, Contracting Officer (darryl.nelson@navy.mil)
Elaine J. Florence, Contract Specialist (elaine.florence@navy.mil)
NAVSUP/FLC-Jacksonville
Contracts Division Building 110, 3rd Floor NAS
Jacksonville, FL 32212-0097

**Re: Violation of Provisions of TE-9 by Seaward Services, Inc.
Solicitation No. N68836-16-R-0003 Causing Damage to MCM under its Contract
Extension of Port Operations Services at Naval Station Guantanamo Bay, Cuba**

Dear Mr. Nelson and Ms. Florence,

Pursuant to NAVSUP'S contract with MCM, which has been extended first for 1 month and then for another 3 months, as a result of Seaward's failure to perform, so as to permit the successful operation of the Port, we hereby request you take the necessary action to stop Seaward's poaching of MCM's employees and require it to recruit its own workforce rather than parasitically steal the employees developed, recruited, trained and retained by MCM for the reasons more fully set forth below.

Reference is made to my email of 1 February 2017 regarding MCM's continued performance during the Seaward Services ("Seaward") default and MCM extension of its current contract providing mission critical services at Naval Station Guantanamo Bay, Cuba and in particular to your response of the same date (see attached). As indicated in my email to you, I had requested that your office ensure that Seaward comply with Technical Exhibit 9 of the contract barring them from recruiting our on-base employees. In reply to my request, you stated:

"Recruiting of labor and hiring Government or Contractor on-base employees by offering higher wages or other amenities is prohibited."

Moreover, in your response, you promised:

"I will ensure Seaward is in compliance with TE 9, 1.2.1.4."

The concerns were raised by me as Seaward had previously attempted to recruit MCM employees inviting them to a "job fair" at Naval Station Guantanamo as well as wrongfully advising them that they could simply quit MCM and begin immediately work for Seaward. We were concerned that through the extension of our current contract that was the result of Seaward's default due to lack of labor, Seaward would actively attempt to continue recruiting MCM's employees in some form or fashion, in violation of TE 9.

As I had indicated to you through my email communication of 17 March 2017, Seaward has become more desperate and again violated TE 9, 1.2.1.4. (b) (4)
(b) (4)

(b) (4)



Upon my bringing the set of facts to you, you responded that you could not get involved as it was an issue between contractors. Most respectfully, this is not "an issue between contractors", this is a Base policy that is being violated and has serious security concerns for all stationed at Naval Station Guantanamo.

Elaine, I had voiced my concern to you in the past about leaving Seaward on the base to actively recruit / erode MCM's work force. To allow Seaward to actively plot and attempt to carry out the dissolution of our workforce via telephone, email, and a coercive high pressure one to one verbal pressure campaign is not only wrong but dangerous. If Seaward would resort to these tactics which clearly violate the contract and base policy just to receive financial gain it calls into question what else they would be willing to do for money, particularly with the high profile mission requiring support of the detainee operations at Naval Station Guantanamo. Moving detainees across the bay is a responsibility not to be taken lightly.

I trust that you will fully investigate this matter and enforce all remedies available to you as the Contracting Officer. As the Unified Facilities Guide Specifications (UFGS) for Navy contracts at Naval Station Guantanamo states:

"Proselytizing of labor, that is the hiring of Government or Contractor on-base employees by offering higher wages or other amenities, shall not be permitted."

This regulation exists for a purpose. Seaward's actions have not only caused damages to MCM, but to other contractors at Naval Station Guantanamo and will ultimately increase the cost to the Government. (b) (4)

(b) (4)



Finally, I cannot stress the disruption that Seaward has caused to our operation and the morale of our personnel. MCM's team of employees has worked together for many years in the past providing excellent service to the Navy. Seaward had been provided notice that MCM's employees were under contract. (b) (4)

(b) (4)



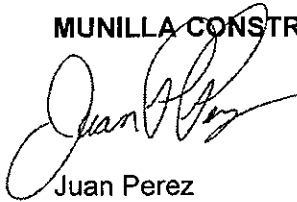
(b) (4)

(b) (4) I request that Seaward be advised that no MCM employees at Naval Station Guantanamo can be used by Seaward in its contracts, including those illegally and improperly recruited. I also most respectfully request that you not contribute or enable this improper conduct by approving any MCM employee to work on Seaward's contract. Under the above described conditions, TE 09 requires that poached employees will not be approved to work on Seaward's contract.

As promised in your February 1st email, we relied upon your commitment to enforce the terms of the contract when we agreed to restart our performance when Seaward failed and defaulted. We once again request that you please take the necessary action to stop Seaward's poaching and require it to recruit its own workforce rather than parasitically steal the employees developed, recruited, trained and retained by MCM.

Sincerely,

MUNILLA CONSTRUCTION MANAGEMENT, LLC



Juan Perez
Director of GTMO Operations

cc: Pedro Munilla
Juan Munilla
Daniel Munilla, Esq.
Karl F. Dix, Jr. Esq

Juan Perez

From: Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220 <elaine.florence@navy.mil>
Sent: Wednesday, February 1, 2017 9:46 AM
To: Juan Perez
Cc: Juan Munilla; Pedro R. Munilla; Daniel F. Munilla
Subject: RE: ONE MONTH OPTION EXTENSION CONTRACT N68836-15-P-0627

Mr. Perez,

My phone conversation and email to you was to request a verbal commitment that MCM would continue to provide essential services for Port Operations at U. S. Naval Station, Guantanamo Bay, Cuba if Seaward Services, Inc. could not. If it is determined that the Government will require service support from MCM, the Contracting Officer will issue a contract modification to extend the services from 1-28 February 2017.

With respect to TE 9, 1.2.1.4 Local Labor, soliciting of foreign nationals is not prohibited. Recruiting of labor and hiring Government or Contractor on-base employees by offering higher wages or other amenities is prohibited. I will ensure Seaward is in compliance with TE 9, 1.2.1.4.

Vr,
Elaine Florence
Contract Specialist
NAVSUP/Fleet Logistics Center
Jacksonville, FL 32212
Phone: (904) 542-1657
Fax: (904) 542-1088

In order to improve the level of service we provide to our customers, we ask that you please rate your level of satisfaction with the contracting services provided to you. You may participate in this survey by clicking on the link below and answering a few short questions regarding our service. This survey is for our government customers only.

Click here for the survey: <https://www.neco.navy.mil/contracting/survey.aspx>

-----Original Message-----

From: Juan Perez [mailto:jperez@mcm-gtmo.com]
Sent: Wednesday, February 01, 2017 8:36 AM
To: Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220
Cc: Juan Munilla; Pedro R. Munilla; Daniel F. Munilla
Subject: [Non-DoD Source] RE: ONE MONTH OPTION EXTENSION CONTRACT N68836-15-P-0627

Dear Ms. Florence,

Mission first. MCM has and will continue to support the Navy's mission at Guantanamo NS through the operation of the Port Operations Contract as directed by your notice requiring our Port Operations services through at least 28 February 2017. As discussed this morning, MCM will remobilize and continue to perform the mission of Port Operations at Naval Station Guantanamo after Seaward's default pending a contract action funding same.

We respectfully request that during our period of performance, Seaward Services be instructed to stop soliciting our Port Operations Foreign National (FN) personnel or any other personnel in NS GTMO in accordance with TE 9, 1.2.1.4. Local Labor. We have told Seaward that our employees are under contract but they continue to solicit them. We have invested heavily in our skilled local work force and have other work for them if we are not awarded the contract. Of course, if awarded the contract, our employees will continue work at Port Operations and we will staff our other projects with a labor force that we have plans to provide. Seaward should provide their own work force and not illegally poach our workforce to boost their profits.

Please rest assured that MCM will continue to provide the essential services at Naval Station Guantanamo without interruption and we thank you for the opportunity to serve.

Juan Perez
MCM
786-277-1466

-----Original Message-----

From: Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220 [<mailto:elaine.florence@navy.mil>]
Sent: Wednesday, February 1, 2017 6:16 AM
To: Juan Perez
Subject: ONE MONTH OPTION EXTENSION CONTRACT N68836-15-P-0627
Importance: High

Good morning Juan,
Please contact me regarding the Government exercising the one-month option extension for the period of 1 -28 February 2017 in the amount of \$329,449.08. Funding is still pending, therefore the modification will be issued subject to the availability of funds.

Vr,
Elaine Florence
Contract Specialist
NAVSUP/Fleet Logistics Center
Jacksonville, FL 32212
Phone: (904) 542-1657
Fax: (904) 542-1088

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